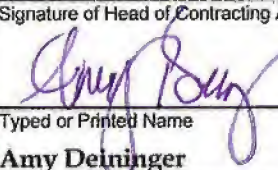
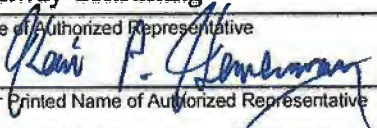
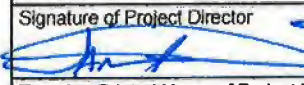
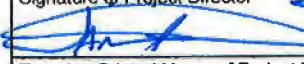


# STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number 2519H049		2. Financial Coding – Accounting Template HSHWY00006   T080000	
3. Vendor Number		4. RQS & Procurement File Number N/A	5. Alaska Business License Number 1032440
This contract is between the State of Alaska,			
7. Department of Transportation & Public Facilities		Division Program Development	Hereafter the State, and
8. Contractor Kevin P. Hemenway dba Hemenway Consulting			
Mailing Address	Street or P.O. Box	City	State ZIP+4
	17697 Golden View Drive	Anchorage	Alaska 99516
<p>9. <b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.</p> <p><b>ARTICLE 2. Performance of Service:</b></p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p><b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract is <u>March 19, 2019</u> through <u>July 31, 2019</u>.</p> <p><b>ARTICLE 4. Considerations:</b></p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed <u>\$100,000</u> in accordance with the provisions of Appendix C.</p> <p>4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
10. Department of Transportation & Public Facilities		Attention: Division of Division of Administrative Services	
Mailing Address PO Box 112500, Juneau, Alaska 99811-2500		Attention: Amy Deininger	
11. <b>CONTRACTOR</b>		13. <b>CERTIFICATION:</b> I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm Hemenway Consulting		Signature of Head of Contracting Agency or Designee 	
Signature of Authorized Representative 		Date 3/20/19	
Typed or Printed Name of Authorized Representative Kevin P. Hemenway, dba Hemenway Consulting		Typed or Printed Name Amy Deininger	
Title Proprietor & Principal Consultant		Title Department Procurement Chief	
12. <b>CONTRACTING AGENCY</b>		Signature of Head of Contracting Agency or Designee 	
Department/Division DOT&PF   Program Development		Date 3.20.19	
Signature of Project Director 		Typed or Printed Name Amy Deininger	
Typed or Printed Name of Project Director Tammy Kramer		Title Department Procurement Chief	
Title Acting Director			

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

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**APPENDIX A - GENERAL PROVISIONS****Article 1. Definitions.**

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

**Article 2. Inspections and Reports.**

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

**Article 3. Disputes.**

- 3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 - 632.

**Article 4. Equal Employment Opportunity.**

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

**Article 5. Termination.**

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

**Article 6. No Assignment or Delegation.**

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

**Article 7. No Additional Work or Material.**

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

**Article 8. Independent Contractor.**

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

**Article 9. Payment of Taxes.**

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

**Article 10. Ownership of Documents.**

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

**Article 11. Governing Law; Forum Selection**

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

**Article 12. Conflicting Provisions.**

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

**Article 13. Officials Not to Benefit.**

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

**Article 14. Covenant Against Contingent Fees.**

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

**Article 15. Compliance.**

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

**Article 16. Force Majeure.**

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

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## APPENDIX B<sup>1</sup> INDEMNITY AND INSURANCE

### Article 1. Indemnification

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

### Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

**2.1 Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

**2.2 Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

**2.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

## Appendix C Scope of Work & Compensation

The primary purpose of and scope of work for this contract is as follows:

- Explore and document the status of KAC when mothballed,
- develop a work plan and budget in conjunctions with ADOT&PF for advancing the Project in a manner acceptable to the State including risks checkpoints for informed decision making,
- revisit the plan of finance and delivery method to determine alternatives and make a “best value” recommendation to the State and ADOT&PF including documenting pros and cons of the various alternatives,
- Evaluate and document risk management and check points along the way to contain State exposure to potential repayment of federal aid and to contain State risks through the selected financing/contracting method(s) recommended,
- Review implications of existing legislation and determine recommendations for amending if considered necessary, and
- Potentially assist ADOT&PF to set in motion low risk/low costs required tasks to jump start the Project in coordination with and approval of the State.

The Project scope will be further developed as it progresses through a continuous feedback loop between Consultant and ADOT&PF. **It is agreed up front that the two main areas of emphasis are (1) developing financing/delivery alternatives and making a “best value” recommendation and (2) Inventorying the status of studies, permits, remaining ROW acquisition, legislation, etc. and developing a potential work plan, budget and checkpoints should the State determine to move the project forward.** ADOT&PF will provide access to certain State personnel to assist the Consultant in developing KAC budgetary estimates and in ascertaining the status of and developing the work plan for advancing various studies, permitting activities, securing remaining ROW, financing, and procurement, as further described under the following section. Consultant also expects to interface with the Department of Revenue (DOR) to discuss financing alternatives in developing a financing plan recommendation and to review existing law and potential amendments with the Department of Law (DOL) in consultation with ADOT&PF. In addition, Consultant intends to contact FHWA in undertaking certain elements of the engagement, accompanied by ADOT&PF as the FHWA recognized State Transportation Agency.

### Project Approach and Methods

Consultant will apply an efficient approach and methodology to achieving the objects of this engagement. That methodology will include reviewing archived records, reviewing past financing/project delivery plans under alternative P3 and the public finance approaches, conducting interviews to obtain insights for consideration, documenting and reporting findings to ADOT&PF, financial modelling, etc.

#### *Evaluate Financing and Delivery Alternatives:*

Consultant will review past analysis in the archives, current industry trends, and work with ADOT&PF and the State to identify preferred priorities and trade-off choices in developing financing and delivery alternatives. High level mathematical and risk analysis will be performed for each alternative evaluated. Relative risks and benefits of each alternative will be documented in a matrix to facilitate Client understanding of the choices and a recommended alternatives will be provided by the Consultant. Consultant will consider various financing sources, whether the State or the P3 partner is the borrower, what the likely rates for debt and equity would be for the various financing sources, and how much federal aid or state funds would likely be required under the various scenarios. Consultant will vet the various plans with DOR with approval of and



participation by ADOT&PF. The funding sources that will be considered include, but are not limited to, the following:

	Potential Funding Sources	Public Financed	Private P3 Financed
1	Federal aid highway funding	X	
2	Private equity		X
3	Transportation Infrastructure Finance and Innovation Act	X	X
4	Municipal Revenue Bonds	X	
5	Private Activity Bonds		X
6	Bank Credit		X

For this exercise, Consultant does not intend to fully optimize structures with derivatives, bond anticipation notes or other esoteric financing tools, but rather to be able to display indicative structures, point out the trade offs and relative risks, and to arrive at a recommendation to ADOT&PF and the State considering the results of the analysis and the preferences of the State amongst alternatives. It is understood at this point that the State desires to minimize commitments of General Funds and liability risks and that federal aid funding for the Project will necessarily reduce funding availability for other transportation investment alternatives. However, ADOT&PF and the State are cautioned that the Project will almost certainly require an element of federal aid highway funding to make it financially viable, attractive to the P3 market, and to achieve fiscal constraint as that term is understood by FHWA.

In terms of project delivery alternatives, much of that decision will be driven by the State-adopted plan of finance. However, within a public finance alternative there are choices between design-bid-build and DB alternatives to consider.

#### ***Inventory Existing Project Status and Develop Indicative Work plan, Budget and Timeline:***

When the project was suspended in 2016, there were a number of prongs moving forward that were stopped in their tracks and a number of reports and studies that were current that may be stale. Additionally, a TIFIA loan application for the public plan of finance directed by the legislature was nearing approval. Consultant recommends an inventory of the studies and processes that were in progress, relative timelines and dependencies for updating, and associated budget estimates be assembled for ADOT&PF consideration for a comprehensive work plan should the State choose to move forward with the KAC. A number of decisions in this area will be dependent on choices made relative to the plan of finance and delivery method. Other reports, permits and processes will need to be addressed and either updated or restarted regardless of the selected plan of finance/delivery method should the State decide to move the Project forward. For example, the bankable traffic and revenue study would not require a full investment grade update and ratings opinions would not be a State obligation should a P3 financing/delivery method be chosen. Similarly, whether to apply for an allocation of Private Activity Bond capacity is entirely contingent on the selected delivery method in a go-forward scenario. Other items like the LOA for incidental marine mammal takes from NMFS, the Section 9 ACOE wetlands permit, getting the Project back into the STIP and LRTP/TIP, and securing the remaining ROW will be required under any go-forward option, just as FHWA will require the Major Projects Cost Estimate Review and PMP to be updated. Preparing an inventory of these items that are or may be required to advance the project, under what scenarios, understanding the dependencies, and applying a cost and time estimate and risk assessment of moving forward that will inform ADOT&PF and the State in making rational decisions about the project.

The following list represents a partial sample of the items and their status at shut down that need to be catalogued and a work plan, timeline and budget developed for updating or restarting if deemed essential to advancing the KAC (in no particular order):

	Report, Permit, or Task	Status and Update Requirements
1	Record of Decision and Reevaluation	At shut down, the ROD had a recently completed reevaluation accepted by FHWA and that has been allowed to lapse, requiring updating to put the ROD back on solid footing and preserving the States significant investment in it.
2	Traffic and Toll Revenue Studies	An investment grade T&R study was complete and current at shutdown, supporting the TIFIA LOI application. Two indicative investment grade ratings opinions were secured to support the public financing as a condition of the TIFIA loan. Exactly what to do with the T&R study and ratings opinions depends on the chosen financing/delivery method.
3	Transportation Infrastructure Finance and Innovation Act LOI	A TIFIA LOI had been submitted and was nearing conditional approval when Governor Walker shut down the project. That LOI was for the public plan of finance supported by current legislation passed in 2014. An LOI will need to be resubmitted, but again the form of the submission will be entirely dependent on the selected financing/delivery plan in a go-forward scenario.
4	Private Activity Bond capacity allocation	A \$600 million private activity bond allocation out of the national cap had been provided by USDOT to the Project. That allocation was recently returned to USDOT because the Project had been shut down. Whether to reapply for a PABs allocation is entirely dependent on whether the financing and delivery of the Project is under a P3 approach should the KAC move forward.
5	Major Projects Cost Estimate Review	At the time the Project was shelved, a fresh Major Projects Cost Estimate Review had been recently conducted and the approved report issued by FHWA. That Major Projects element is required no matter the plan of financing and delivery selected under a go-forward scenario.
6	Major Projects Project Management Plan	A PMP is an FHWA requirement regardless of the chosen financing and delivery method in a go-forward scenario. The current FHWA approved draft PMP is based on a public finance model under a design-build contract. This document will be required to be updated under any alternative go forward scenario, and in any event, would need to be updated periodically as the Project progressed.
7	Inclusion in the STIP, LRTP and TIP	When the Project was shut down by the previous governor, it was included in the current STIP, LRTP and TIP. Under any go-forward scenario it would have to be placed back into these plans and demonstrate fiscal constraint. Dealing with AMATS on the LRTP and, to a lesser extent, the TIP was difficult previously.
8	Securing ROW	At the time the Project was shut down in 2016, JBER was working and well along in preparing an EIS to convey the



	Report, Permit, or Task	Status and Update Requirements
		required easement through JBER. Undoubtedly, that activity ceased once the Project was shut down in 2016. ADOT&PF Project staff were also actively engaged, with consulting support, in advancing securing the ARRC properties and discussions were underway with the Muni/POA regarding compensation for improvements in the Port of Anchorage along the easement the State had preserved when it conveyed the Port property to the Muni. Securing this ROW will be required under any go-forward scenario.
9	Biological Opinion of “no jeopardy” under MMPA and the Letter of Authorization for Incidental Takes of Marine Mammals in progress with NMFS	A “no jeopardy” biological opinion under the MMPA was received from NMFS regarding the Cook Inlet stock of the ESA listed beluga whales. When the Project was shut down, permitting application for a LOA for incidental takes of marine mammals was in progress at NMFS. The “no jeopardy” biological opinion will need to be verified as still valid and the permitting process restarted or reapplied for with NMFS for the LOA if the Project is to move forward. The LOA was also holding up the ACOE Section 9 Wetlands Permit. See below item 10.
10	ACOE Section 9 Wetlands Permit	The ACOE Section 9 wetlands permit was ready for approval by the Corps. at the time the Project was shut down, awaiting the LOA permit for completion. In kind mitigation was worked out with Greatland Trust and a draft programmatic mitigation plan was well developed that would be acceptable to the Corp. (anadromous fish passage improvements, etc. to be paid for and implemented by the Project). The status of the ACOE wetlands permit process given shut down is unclear, and it would need to be either reapplied for or restarted where it left off in any go-forward scenario.
11	Existing Legislation as amended in the 2014 legislative session	AS 19.75 (the KABATA enabling statute) and related DOR revenue bonding legislation and reserve fund passed in the 2014 legislative session appears to limit the financing/delivery method for the project to the public finance model with the state as the borrower (although non-recourse for the senior TIFIA loan) as the law is currently drafted. If the State and ADOT&PF choose to move forward under a different plan of finance, the legislation will need to be amended through the legislative process.
12	Benefit-Cost Analysis	A current BCA has been prepared shortly before the project was shut down in 2016. If ADOT&PF determines to pursue a future INFRA Grant for the Project, that BCA will require updating.
13	Travel Savings, Fuel Use and Emissions Reductions Study	This study was current at Project shutdown and was developed for two reasons: (1) to support a TIGER Grant application for the Project, and (2) to provide evidence of the positive environmental and pocket book impacts of the Project. This study would not require updating unless the State wanted to pursue a new round of INFRA Grants for the Project or needed



Report, Permit, or Task		Status and Update Requirements
		more current support for public relations with various constituencies or for legislative consumption.
14	Utility Agreements	Utilities was just underway when the Project was shut down. It was anticipated the DB or P3 partner would ultimately finalize the agreements and the ADOT&PF would get them started and assist in negotiating. This would be required in some fashion or another regardless of the chosen financing/delivery method chosen in a go-forward scenario.
15	Environmental Mitigation Strategies	The Project, through the EIS and ACOE Section 9 Permitting requirements, represents a significant potential commitment in a go forward scenario. Elements include a fish camp (\$2mm estimate), wetland mitigation (\$10mm?), etc. Most of these commitments would not materialize until the Project was under contract for construction. They were included in the 2015/2016 cost estimate that supported the TIFIA LOI. The validity of past estimates would likely require validation and update.

### Anticipated Project Schedule and Deliverables | Project Fees and Budget

Consultant will perform the services at a billing rate of \$125 per hour, billable in fifteen-minute increments. Detailed time sheets indicating the services being billed will be provided with each invoice as backup. Invoicing will be on a bi-weekly basis other than first and last pro-rata periods of service. Terms are net 30 days.

Since the Project will be further defined through an iterative process with a continuous feedback loop with ADOT&PF, only the two primary tasks are specifically budgeted, and a place holder is included in the Consultant's budget provided below for future defined tasks and assignments associated with fulfilling the objectives of this engagement if and as required. Out-of-pocket expenses have also been estimated based on 4 round trips to Juneau for presentations, interviews, meetings with ADOT&PF and FHWA, etc. To the extent practical and effective, interface with ADOT&PF, DOR, and State personnel located outside of Anchorage will be conducted by emails, conference call and video conferencing through Skype or other means. The contract is not to exceed and will be capped at \$100,000 without further amendment agreed to and negotiated between ADOT&PF and Consultant.

#### Preliminary Budget - Tasks 1 and 2

Task	Description	Estimated Hours	Extended Amount
1	Development of financing/delivery alternatives and "Best Value" recommendations, including resulting report and Power Point © presentation	320	\$40,000
2	Inventory and catalogue the status of studies, permits, ROW, legislation, etc. and develop workplan(s), budget ranges and risk containment checkpoints to inform decision making by ADOT&PF and the	240	\$30,000

State		
<b>Subtotal tasks 1 and 2 preliminary budget</b>	<b>560</b>	<b>\$70,000</b>
Estimated out of pocket expenses (assuming 4 trips to Juneau plus printing and reproductions costs)	NA	\$5,000
Unassigned contract capacity (to be agreed to between ADOT&PF and Consultant as identified and allocated and as required)	<u>200</u>	<u>\$25,000</u>
<b>Total contract not to exceed amount without prior written approval by ADOT&amp;PF</b>	<b>760</b>	<b>\$100,000</b>

Total compensation for all services provided during the performance of the contract is not to exceed \$100,000. The total value of the contract may not exceed \$100,000 without the prior, written approval of the DOT&PF Procurement Officer.

The majority of the Consultant's effort for tasks 1 and 2 is anticipated to be completed by August 31, 2019, however, contract capacity will be held out for presentations to ADOT&PF and State policy makers and elected officials as directed by ADOT&PF. Deliverables will include relevant reports and Microsoft Power Point © presentations summarizing the information developed under tasks 1 and 2 for use by ADOT&PF and State policy makers as agreed to between Consultant and ADOT&PF.

### Travel Reimbursement

All travel costs pertaining to this contract will be reimbursed at actual costs. The State will reimburse preapproved travel per the following criteria in compliance to the State of Alaska Travel policies:

- Airfare is limited to coach fare.
- Commercial lodging is limited to the moderately priced and will be reimbursed at actual cost.
- Reimbursement for meals will not exceed \$60 per day.
- Rental vehicles are limited to a mid-size or less make and model as opposed to premium options.
- Receipts for all travel expenses must be provided with monthly invoices.
- All travel costs must be shown as separate line items on invoices.

State of Alaska Travel policies: <http://doa.alaska.gov/dof/travel/index.html>  
<http://doa.alaska.gov/dof/manuals/aam/index.html>

### **Each invoice must:**

- Reference the Contractor name;
- Reference the Contract number; and,
- Itemize the contract services and deliverables provided.

The contractor shall submit invoices to the address specified below no later than 30 days after the end of the month for which services/deliverables were completed. The State will pay all invoices within thirty (30) days of invoice approval by the Project Director. Failure to include the required information on the invoice may cause an unavoidable delay to the payment process.

Notwithstanding any other provision of this contract, it is understood and agreed that the State shall withhold payment for work that the Contractor fails to perform as required under Appendix C of this contract.

The state is not responsible for and will not pay local, state or federal taxes.